

~~DRAFT~~ *LL/mgl*
11/17/95

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

JOSEPH J. LISOWSKI,

FILED

Plaintiff, DEC 29 1995

STIPULATION OF
SETTLEMENT AND
AGREEMENT

Index No. 10247/94

- against -

MARIE LISOWSKI,

LEONARD N. SPANO
COUNTY CLERK
COUNTY OF WESTCHESTER

Assigned Justice:
Hon. J.S.C.

Defendant.

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AGREEMENT, made this 29th day of ~~November~~ ^{December}, 1995, between *mgl/LL*

JOSEPH J. LISOWSKI, residing at 16F7 Scuppo Road, Danbury, Connecticut (hereinafter sometimes referred to as the "Husband" and as the "Father"), and MARIE LISOWSKI, residing at 9 Slate Hill Drive, Poughkeepsie, New York (hereinafter referred to as the "Wife" and the "Mother").

W I T N E S S E T H :

WHEREAS, the parties were duly married to each other in Poughkeepsie, New York on November 10, 1985; and

WHEREAS, there is one (1) infant issue of the parties, to wit: MATTHEW JOSEPH LISOWSKI, born August 1, 1987; and there are no expected additional children of the marriage; and

WHEREAS, a proceeding is presently pending in the Supreme Court of the State of New York, County of Westchester, entitled Joseph J. Lisowski v. Marie Lisowski, and it is the intention of the parties to settle and resolve any and all issues in any way relating to said action; and

WHEREAS, the parties desire that this Agreement, which is entered into after due and considered deliberation, shall be and

constitute a Separation and Post-Nuptial Agreement between them with respect to any rights arising as the result of or out of the marriage of the parties, and with respect to any funds, assets, interest, both fixed and contingent, or properties, both real and personal, wherever situated, now owned by the parties or either of them, or standing in their respective names or which may hereafter be acquired or received by any means whatsoever by either of the parties, and with respect to the custody and visitation and support of MATTHEW JOSEPH LISOWSKI, and further desire that it shall be incorporated, but not merged, in any Judgment of Divorce which may be entered in any action between them; and

WHEREAS, the parties are entering into this Stipulation of Settlement and Agreement of their own free will and without force, coercion or duress of whatever nature; and

WHEREAS, each party fully understands the terms, covenants and conditions of this Agreement, and after due deliberation, accepts and agrees to such terms, covenants and conditions; and

WHEREAS, the parties having had explained to them the provisions of law affecting financial and property rights of spouses, including those rights under any law; and

WHEREAS, the parties hereto warrant and represent to each other that they, and each of them, fully understand all the terms, covenants, conditions, provisions and obligations to be performed or contemplated by each of them hereunder, and each

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believes the same to be fair, just and reasonable and to be in his or her respective best interests; and

NOW, THEREFORE, in consideration of the promises and agreements hereinafter set forth, it is hereby stipulated, covenanted and agreed by and between the parties, as follows:

1. NO MOLESTATION

1.1 Neither party shall in any way molest, malign, disturb or trouble the other or interfere with the peace and comfort of the other or compel the other to associate, cohabit or dwell with him or her.

2. SEPARATE RESIDENCE

2.1 It is, and shall be, lawful for the parties hereto at all times to live separate and apart from each other and to reside from time to time at such place as each of such parties may see fit and to contract, carry on and engage in any employment, business or trade, which either may deem fit, free from control, restraint, or interference, direct or indirect, by the other in all respects as if such parties were sole and unmarried.

3. SEPARATE OWNERSHIP

3.1 Except as may be otherwise expressly set forth in this Agreement, each party shall own, free of any claim or right of the other, all of the items of property, real, personal and

from the basic child support obligation pursuant to DRL §240(1-b) for the following reasons:

18.6.1 Husband has agreed to pay maintenance to the Wife in a significant amount; and

18.6.2 Husband has agreed to transfer his interest in the marital residence to the Wife.

19. CHILD SUPPORT

19.1 The Husband is to pay to the Wife as and for child support the sum of Four Hundred (\$400.00) Dollars per month, commencing on ^{January 1, 1996} ~~December 1, 1995~~ and continuing ^{with 1/2 payment} on the first ^{and second half due on 15th of each month} of each month thereafter until Husband's obligation to pay maintenance to the Wife terminates. The parties agree that commencing upon the termination of Husband's obligation to pay maintenance to the Wife, Husband shall pay to the Wife as and for child support the sum of Fourteen Hundred (\$1,400.00) Dollars per month on the first of each month thereafter until the emancipation of the child. The payments shall be made to the Wife by check and mailed to the Wife at her residence or the address designated in writing. The child support payments shall terminate upon the first of the following events to occur:

19.1.1 The child's attaining the age of 21 years or 22 years if the child is enrolled as a full-time, fully matriculated student in college;